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Supreme Court of the United States

OCTOBER TERM, 1953

No. 229

ROLAND O. HAINES, *et al.*, comprising Keystone Policyholders' Committee,

Appellants,

vs.

COMMONWEALTH OF PENNSYLVANIA, *et al.*

APPEAL FROM THE SUPREME COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA.

PETITION FOR REHEARING

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ROLAND O. HAINES, *et al.*, comprising Keystone Policyholders' Committee,

Appellants,

vs.

COMMONWEALTH OF PENNSYLVANIA, *et al.*

PETITION FOR REHEARING

Appellants pray that this Court grant rehearing of its Order of October 19, 1953, dismissing their Appeal and denying certiorari to review the judgment of the Supreme Court of Pennsylvania in the above entitled case as prayed for in the Appeal filed by Appellants herein.

Reasons for Granting Rehearing

1. *The importance of the issue.*

The Appellants sincerely believe that this Court would not have entered its Order of October 19, 1953 denying certiorari, regardless of its action on the Motion to Dismiss the Appeal, if it had been fully advised of the continuing importance and probable recurrence of the issue.

The deprivation of his property without adequate notice and opportunity for a full hearing guaranteed by the Federal Constitution is an issue of transcendent importance to

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the individual citizen. It is no less important to this Court which is the historic guardian and protector of Constitutional rights. That reason alone should be sufficient as an inducement to this Court to take jurisdiction, when, as has happened in this case, there are more than 105,000 policyholders of the company scattered throughout the twenty-six States in which the Company did business who have been deprived of their property without due process of law and many of whom, living at a distance from Pennsylvania, had no direct or practical access to its courts. The issue thus has assumed a substantial public import.

But this case has a manifold significance. In it the Supreme Court of Pennsylvania has approved an amazing series of open and apparent violations of the Pennsylvania Insurance Department Law by the then Attorney General, who is now a member of that Court, and by the former Insurance Commissioner, acting in the name of the Commonwealth, which effectively denudes that law of the statutory safeguards essential to due process. Although the record indicates that the former Attorney General as a member of the Supreme Court of Pennsylvania did not participate in the consideration or decision of this case by the Pennsylvania Supreme Court, who can deny that his mere presence on the Court when his prior actions are being attacked must have caused his influence to be felt, as reflected in the fact that when the petition for appeal to this Court was presented to the Chief Justice of the Supreme Court of Pennsylvania it was denied by a *per curiam* order of the Court. Such violations of the Pennsylvania Insurance Department Act, together with other conduct apparent from the record and directed to the same result are not only consistent with but strongly indicative of a studied and deliberate effort to deprive the Company and its members of a fair opportunity to resist the dissolution decree.

The examination of the Company which was commenced on May 21, 1947 and completed on June 23, 1947 did not establish a proper claim liability on an individual case basis as required by Section 311 of the Pennsylvania Insurance Department Act. (R. 1510a.)

The hearing required by Section 213 of the Pennsylvania Insurance Department Act before the filing of the report of examination was never granted, nor was a copy of the report of examination containing the charges made against the company made available to the company until June 25, 1947. (R. 1765a.)

The notice required by Section 321 of the Pennsylvania Insurance Department Act to make good within sixty (60) days the impairment in capital or reserves was never given. (R. 231a, 238a.)

The notice which was directed to the president of the company on June 14, 1947, before the report of examination had been typed, was of a hearing before the Attorney General under the provisions of Section 502 of the Pennsylvania Insurance Department Act. The hearing examiner only had the authority to hear and recommend to the Attorney General whether he should proceed against the company under Section 505 of the Act for possession and rehabilitation, or under Section 506 for possession and liquidation. *No rule to show cause was issued* nor a full hearing had as required by Section 506 before the dissolution decree was entered.

On June 4, 1947 shortly after the examination had commenced the Company was instructed not to write any more non assessable policies and to cease writing any new or renewal polices until an assessable policy was approved by the Insurance Commissioner. (R. 823a.)

On June 16, 1947 before the report of preliminary examination was completed the company's license was formally suspended. (R. 878a, 879a.)

Liquidation was first suggested by the Deputy Attorney General *without prior notice* to the company at the hearing on June 25, 1947. (R. 1776a.)

The Joinder by the Attorney for the Company which was *limited to the possession* of the Company by the Insurance Department for sale or rehabilitation and which was so understood by the Deputy Attorney General representing the Insurance Commissioner was *used by him without further notice for the purpose of obtaining a dissolution decree* at an informal conference in Chambers on June 26, 1947 at which the Company was not represented. (R. 280a; 283a; 285a; 1951a.)

Thus, neither the company, its directors, officers or counsel were given notice that the Deputy Attorney General, acting as counsel to the Insurance Commissioner, would use this limited joinder to obtain a decree of dissolution, nor did they consent to such action which deprived the company of notice of a hearing on the suggestion and an opportunity to be heard in accordance with the requirements both of the Pennsylvania statutes and the 14th Amendment to the Federal Constitution.

The Insurance Department Act of the large and populous Commonwealth of Pennsylvania will continue to have frequent application. Now that the Notice and Hearing provisions of that Statute have been designated as "technical requirements" by the Supreme Court of Pennsylvania a premium has been placed upon the summary dissolution of an insurance company by a corrupt, over-zealous or timid Commissioner against which action there apparently

is no practical defense under Pennsylvania law and recourse must be had to the due process provision of the 14th Amendment to the Federal Constitution. The question will continue to be one of large practical importance in the administration of the Pennsylvania Insurance Department law until the issue of whether that Act as so construed and applied violates due process of law is met and decided by this Court—as the issue must ultimately be met and decided, for citizens will not remain silent while their property is seized under such despotic laws. Until that time due process will continue to be a mockery in the administration of the Pennsylvania Insurance Department Act.

2. *The Dismissal of the Appeal.*

By its order of October 19, 1953, this Court dismissed the appeal for want of jurisdiction, citing 28 U. S. C. 1257(2). That action must have been predicated either upon the belief by this Court that the validity of the Pennsylvania Insurance Department Act as construed and applied was not drawn into question on the grounds of its being repugnant to the Federal Constitution or on the belief that the State court decision was supported by substantial non-Federal grounds. Either belief is untenable.

Since that order was entered, appellants have been furnished a certificate by Honorable Horace Stern, Chief Justice of the Supreme Court of Pennsylvania that the Pennsylvania Court gave full consideration to the question whether appellants had been denied the fundamental requirements of due process prescribed in the 14th Amendment of the Constitution of the United States, through failure to receive proper notice of the proceedings in the lower court. (Appendix A.) As the Pennsylvania Su-

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preme Court specifically found that the Pennsylvania Statutes did not require any more notice than the officers and directors of the company actually received, the certificate affirms that the Court determined the validity of the statute under the 14th Amendment and resolves any ambiguity in the decision on that question.

The Supreme Court of Pennsylvania also acknowledged that the issue of the validity of the statute under the due process provision was raised and actually decided it. It said:

> "In order to determine whether the decree of the court below dated June 26, 1947, was valid, *it is necessary first to consider (1) the provisions and requirements of the Insurance Code of May 17, 1921, and (2) the constitutional requirement of due process, i. e. notice of a hearing and an opportunity to be heard. These are so closely related that they will be considered together.*" (Emphasis supplied.)

The obvious purpose of the Court expressed in that language was to test the statute, as applied, by the requirements of due process in response to Question No. 1 of the "Statement of Questions Involved" in Appellants' Brief (Brief p. 2) that the decree was either a violation of the applicable statutes or a denial of due process of law. The Court did not accede to the insistence that the statute as applied was invalid but held that the notice and hearing provisions of the statute were "technical requirements of the Insurance Code" and applied and enforced the statute as thus construed, hence necessarily affirming its validity. In addition, the Court specifically said:

> "The reasons why this issue was not previously raised must be obvious; there was adequate notice and ample opportunity to be heard in June 1947 and consequently there was no failure of due process."

The Court also entertained and considered until April 4, 1953 a Motion for Reargument of its decision of December

8, 1952 in which the principal ground relied upon was the validity of the statute as construed and applied under the due process provision of the Federal Constitution.

3. *The non-Federal Grounds.*

Non-Federal grounds which are plainly untenable may not be used to defeat the jurisdiction of the Supreme Court.

Ward v. Board of County Commissioners of Love County, 40 S. Ct. 419, 64 L. ed. 751.

The Pennsylvania Supreme Court asserts a waiver by the company of the rule to show cause and full hearing required by Section 506 of the Statute and by due process. As this is a question of fact, the finding by the Court is not only wrong but is plainly untenable if it is not supported by any evidence in the record.

In support of its position the Pennsylvania Supreme Court cites and relies upon facts which did not occur. The attorney for the Company did not on June 26, 1947, the day of the Court's decree, waive in writing the issuance of an order or rule to show cause and notice, and consent in writing to the Court's order delivering possession of the Company to the Insurance Commissioner as stated by the Pennsylvania Supreme Court. The Company was not represented when the dissolution decree was obtained on June 26, 1947. (R. 280a.) *The only joinder and consent of the attorney for the Company was the limited one,* also referred to by the Supreme Court of Pennsylvania, as being signed by the attorney for the company on June 25, 1947. (R. 293a, 297a.) This was the one, filed on June 26, 1947 with the suggestion, to which the docket entries refer. (R. 1947a.) *That this writing did not contemplate a joinder in or consent to liquidation proceedings cannot be disputed.* It provided:

> "And Now, to-wit, June 25, 1947, issuance of the Rule in the within case, and notice of the same, is hereby waived, service of the same is hereby accepted, and consent is given to the granting of the relief prayed for in the within suggestion *to the extent of the authorization* contained in the resolution of the Board of Directors of Keystone Mutual Casualty Company, adopted June 24, 1947, copy of which is hereto attached." (R. 1839a.) (Emphasis supplied.)

The resolution attached to the joinder and by which it was limited provided:

> "Now, Therefore, upon motion of N. P. Kann, seconded by S. H. Hartman, be it resolved that the Insurance Commissioner of the State of Pennsylvania is hereby requested to immediately take charge of the affairs of the Company in order to conserve the assets of the Company for the benefit of all concerned; and it is further resolved that in order to facilitate any action of any person or company to purchase or rehabilitate the Company, the resignation of all of the officers and directors having been submitted to the Company are accepted and are herewith enclosed.
>
> "And Be It Further Resolved, that N. P. Kann is hereby authorized and empowered to join with the Insurance Commissioner in behalf of the Keystone Mutual Casualty Company in any legal action necessary for the Insurance Commissioner to take charge of the Company." (R. 1840a.)

It is clear and definite that the intent of the Board of Directors is found in the words "take charge", "conserve the assets" and "to facilitate any action * * * to purchase or rehabilitate the Company." The generic meaning of these words precludes any idea of liquidation. The Board of Directors, having been denied notice of the charges and an opportunity to disprove them, and faced with criminal charges against three of the officers of the company, were forced to consent to the possession of the company by the

Insurance Commissioner under Section 505 of the Act until the condition of the Company could be definitely established. The resolution is susceptible of no other interpretation.

Notwithstanding that the resolution was in evidence at the hearing before one of the Deputy Attorney Generals sitting as a hearing examiner on June 25, 1947 (R. 1762a), that the attorney for the company repeatedly stated there would be no relaxation of efforts to rehabilitate the company. (R. 1774a, 1770a), that the only notice given was of a hearing under Section 502 of the Statute (R. 1760a), and that there was no prior notice to the company of his intention to do so, Deputy Attorney General Umstead, counsel to the Insurance Commissioner, at the close of the hearing on June 25, 1947, proposed to put the company into the hands of the Insurance Commissioner for liquidation. (R. 1776a.) And notwithstanding that he as counsel for the Insurance Commissioner fully understood the limited scope of the joinder signed by the Attorney for the Company, he used it as a vehicle to obtain the dissolution decree. He testified:

> "A. By that acceptance of service and as I note this, the copy of the resolution shows the authority that Mr. Reich had, and his authority is limited to the fifth paragraph of the exhibit on page nine. • • •
>
> "Q. You will agree with me there is nothing in that resolution that authorized the liquidation of the Company, is there? • • •
>
> "The Witness: No. Mr. Reich said the farthest he can agree is to go along on having the Insurance Commissioner take over, because that is what the resolution says, 'and that is what my authority is'. I said, 'Can we agree to this decree we have drawn up?' Then in answer, 'First I can't agree to the decree; the best we can do is accept service and agree to the terms of the resolution that was given by my authority." (R. 298a, 299a.)

"*Q. Did Joseph Reich* or any representative of the company either urge or agree that this company be liquidated? * * *

"The Witness: They did not, quite to the contrary, they were insistent they could get more money. Particularly Reich, he was insistent he could get more money and put himself and the company in good shape and he said he had been trying to do that for a considerable period of time. *He had no authority to agree to anything other than the Insurance Commissioner to take over, and hold until such time as he could accomplish that purpose.* On behalf of the Insurance Commissioner, my client, I felt differently, in view of the report of the examiner. I made the application under 506 of the Code for liquidation." (R. 302a. 303a.) (Emphasis supplied.)

How could the Supreme Court of Pennsylvania misconstrue this limited joinder which was so thoroughly and precisely explained by the undisputed testimony of this adverse witness. It could not and did not. It recognized the restrictions of this joinder in its opinion but asserted that there was another one entered on June 26, 1947, the day of the court's decree. There is no evidence in the record to support such an assertion. *The ground of waiver is wholly untenable.*

The Pennsylvania Supreme Court also suggests that neither the company nor its directors nor officers nor policyholders nor the intervenors appeared or made any objection to the proposed liquidation of the company or to the decree below for a period of over 3½ years. The record refutes that statement as shown by the docket entries, a copy of which are attached hereto as Appendix B.

The dissolution decree was entered June 26, 1947. On June 2, 1948, the Matlack Committee of policyholders was given leave to intervene and sought the reinstatement and rehabilitation of the Company. (R. 1948a.) On February 21, 1950, the Court granted the Matlack Committee per-

mission to withdraw as intervenors (R. 1948a) and on March 10, 1950, the petition of the present appellants' committee of policyholders was filed, as was a petition for the rehabilitation of the Company. (R. 1948a, 1949a.) The right of appellants to intervene was contested, but the Pennsylvania Supreme Court on November 22, 1950, held such intervention to be timely and that appellants were not guilty of laches. (Statement of Jurisdiction, Appendix "B".) The remittitur was received December 5, 1950 (R. 1a). The present proceeding by the succeeding Attorney General and Insurance Commissioner to vacate the dissolution decree was filed December 19, 1950 (R. 1a). It is apparent from these facts, and from a review of the docket entries (Appendix B) that during the entire proceedings from June 2, 1948, there has been a committee of policyholders as intervenors in the case seeking to prevent the dissolution of the company; *and the 3½ years delay referred to by the Pennsylvania Supreme Court is chargeable to the Court of Common Pleas; not to appellants. The* Pennsylvania Supreme Court itself found appellant's intervention to be timely. *Laches as a non-Federal ground is non-existent.*

Conclusion

Keystone Mutual Casualty Company and its policyholders were deprived of their corporate existence and property without due process of law.

There was *no notice* whatsoever, much less adequate notice, that a liquidation order would be sought. There was no full hearing, indeed no hearing at all, and not even an opportunity for hearing afforded to resist this precipitous taking of corporate life and property.

Refusal to accept jurisdiction would leave recorded precedent of taking without due process of law the life and

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millions of dollars worth of property of an insurance company whose operations, members, and owners covered more than half of the entire United States. The record leaves no doubt that the question of due process and therefore the federal constitutional question was paramount and controlling. The State Supreme Court has said so. It leaves no doubt that there were no non-federal grounds to support the decision: *neither was there consent to or waiver of notice of the liquidation proceedings, nor were there laches.* In the final analysis the case turned solely upon consideration of the constitutional requirement of due process.

Acceptance of jurisdiction would be consistent with the time-honored pronouncements of this highest Court in the land that neither life nor property can be taken without due process of law. Such acceptance of jurisdiction would certainly not be futile. A reversal of the judgment of the Pennsylvania Supreme Court, required by the basic concepts of due process, would impose no undue burdens upon the courts of that Commonwealth. *There has not in fact been any liquidation. No rights of third parties have intervened* to be prejudiced by a reversal or by any ultimate restoration of the Company's assets to its rightful owner. The insolvency of the Company, and the charges made by the Insurance Commissioner were never judicially established prior to the entry of the dissolution decree or by that decree. The hearing examiner had no authority to make judicial findings of fact and indeed made none. There was no hearing by the Common Pleas Court before the dissolution decree was entered, establishing insolvency. With the burden of proof properly cast, *the solvency of the Company as of the date it was ordered liquidated must be presumed.* The Court of Common Pleas designated as unreliable and undependable the report of examination

upon which liquidation decree was based (R. 1681a, 1713a, 1716a, 1722a). And the most recent report of examination of the Company showed it to be solvent as of June 30, 1950 (R. 1853a-1868a). Consequently even if there should be a reversal and even if there should ultimately be a restoration of assets to this Company which has not been liquidated, which must be presumed solvent at the time it was ordered liquidated, and which was shown solvent at its most recent examination, no undue burden would be imposed upon the Pennsylvania courts.

Far-reaching financially, geographically, and particularly as recorded precedent for taking corporate life and property without the fundamental requirements of adequate notice and opportunity to be heard which this Court has recognized as due process, the judgment of the Pennsylvania Supreme Court requires hearing and careful review by this Court as the last bulwark against such invasion and disregard of constitutional rights.

For the reasons set forth it is respectfully prayed that rehearing of the Order of October 19, 1953, dismissing the appeal and denying certiorari, be granted, and that this Court take jurisdiction and review the judgment of the Supreme Court of Pennsylvania.

ELLIS G. ARNALL,
CLEBURNE E. GREGORY, JR.,
WALTER M. NEWMAN,
Counsel for Appellants.

ARNALL, GOLDEN AND GREGORY,
WALKER AND NEWMAN,
Of Counsel.

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1953

No. 229

—o—

ROLAND O. HAINES, *et al.*, Comprising Keystone Policyholders' Committee,

Appellants,

vs.

COMMONWEALTH OF PENNSYLVANIA, *et al.*

—o—

The undersigned counsel for Appellants hereby certifies that the foregoing Petition for Rehearing is presented in good faith and not for delay, is based in part upon an intervening circumstance of substantial effect, and insofar as applicable to the denial of certiorari when the papers are treated as a petition for writ of certiorari, is restricted to the grounds specified in Rule 33 (2).

CLEBURNE E. GREGORY, JR.,
Counsel for Appellants.

Appendix "A"

SUPREME COURT OF PENNSYLVANIA

JUDGES' CHAMBERS

Philadelphia, Pa.
October 28, 1953.

—o—

In re Keystone Mutual Casualty Company, Appeal of Keystone Mutual Policyholders' Committee, Supreme Court of Pennsylvania No. 27 May Term 1952 (reported 373 Pa. 105, *sub nomine* Commonwealth *ex rel.* Chidsey v. Keystone Mutual Casualty Company); United States Supreme Court No. 229 Oct. Term 1953.

—o—

This is to certify that the Supreme Court of Pennsylvania, in affirming the order of the Court of Common Pleas of Dauphin County in this case, gave full consideration to the question whether appellant had been denied the fundamental requirements of due process prescribed in the 14th Amendment of the Constitution of the United States, through failure to receive proper notice of the proceedings in the lower court. As a result of such consideration the Court decided that appellant had not been denied due process in that or any other respect.

S/ HORACE STERN,
Chief Justice.

Appendix "B"

COPY OF COMMONWEALTH DOCKET ENTRY

—o—

COMMONWEALTH OF PENNSYLVANIA *ex rel.* I. McKenn Chidsey, Attorney General,

v.

KEYSTONE MUTUAL CASUALTY COMPANY.

—o—

June 26, 1947, On suggestion filed by Attorney Gen'l. of Commonwealth of Penna, it is ordered, adjudged and decreed that the business of Keystone Mutual Casualty Co. be closed and Ins. Commr. of Penna directed to take possession; that said Keystone Mutual Casualty Co. be dissolved, its charter vacated and its corporate existence ended, etc. see final order and decree filed.

June 26, 1947, Issuance of rule and notice of same waived, and service accepted and consent given to granting of relief, by Joseph H. Reich, atty for Keystone Mutual Cas. Co., filed.

June 26, 1947, Appearance of John A. Skelton, Special Deputy Atty. Gen'l. for James F. Malone, Ins. Commr. filed.

June 26, 1947, Appearance of Joseph H. Reich for N. P. Kann, Atty-in-fact for Keystone Mut. Cas. Co. filed.

June 2, 1948, On petition filed leave granted Keystone Mut. Cas. Co. Policyholders Protective Committee to intervene, see order filed.

June 2, 1948, On motion filed Insur. Commer of Pa. directed to file an answer to petition of this date by August 1, 1948, see order filed.

July 22, 1948, Answer of Ins. Commr to Petition of Policyholders Protective Committee for leave to intervene filed.

Sept. 23, 1948, Stipulation for order of Evaluation of claim liability filed.

Sept. 23, 1948, Order of Court for evaluation of claim liabilities of Deft. Co. filed.

Dec. 23, 1948, Evaluation of claim liabilities filed.

Feb. 28, 1949, Supplemental report on evaluation of claim liabilities filed.

Feb. 21, 1950, On petition filed leave is granted Keystone Mutual Cas. Co. Policyholders Protective Committee to withdraw as intervening party deft., with leave to make further appearance at a later date for requesting an appropriate allowance for expenses and counsel fees of said committee, see order filed.

March 10, 1950, On petition filed rule granted to show cause why Roland O. Haines, Edward Chadderton, Edmund J. Dwyer, Harold Kane and John D. O'Neil should not be permitted to intervene as parties deft, retble 15 days.

March 10, 1950, Petition for Rehabilitation filed.

March 21, 1950, Answer to petition to intervene filed by R. B. Umsted, Dp Atty Gen'l.

March 31, 1950, Case argued before Judges Rupp, Woodside, Smith, Neely and Richards.

March 31, 1950, Brief of Com'th filed.

Apr. 14, 1950, Brief of Intervenor filed, record to court.

May 9, 1950, Appearance of Carl F. Chronister, Sherman T. Rock, Charles Danby and Reed, Shaw, Smith & McClay for Mutual Cas. Co. Policyholders Protective Committee, filed.

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May 22, 1950, Petition of intervention disallowed and leave granted to amend within 20 days, petition of intervention and pleading to be attached thereto, see opinion filed.

June 8, 1950, Petition and plan of rehabilitation filed.

June 8, 1950, Amendment to petition to intervene and petition and plan of rehabilitation filed, with order of court setting hearing for June 26, 1950 at 2 P. M.

June 17, 1950, Appearance as *aminus curiae* of Josef Jaffe, Esq., and Maurice Stern, Esq., filed.

June 26, 1950, Claude A. Hanley, Ancillary Receiver of Keystone Mut. Cas. Co. in State of Maryland is admitted as party Deft as per petition filed.

July 10, 1950, On petition filed Ins. Commr. of Pa. authorized to pay from assets of Deft. Co. claim evaluators, etc. requisite to make an evaluation of all assets and liabilities and prepare current balance sheet, see order filed.

July 25, 1950, Petition of Max J. Berks and Irene Perks for leave to intervene ordered filed.

July 26, 1950, Amended petition to intervene is disallowed, see opinion filed.

Aug. 25, 1950, Exceptions (2) ordered on Argument list.

Sept. 8, Certiorari *sur* appeal from Supreme Court by Ins. Commr. filed, No. 21 May T. 1951.

Sept. 8, 1950, Certiorari *sur* appeal from Supreme Ct by Attorney Gen'l, No. 20 May T 1951.

Sept. 8, 1950, Certiorari *sur* appeal from Supreme Ct by Keystone Mutual Policyholders Committee to No. 22 May T. 1951, filed.

Dec. 5, 1950, Remittitur received from Supreme Court reversing decree of this Court remitting record for entry of appropriate decree in accordance with opinion of Supreme Court.

Dec. 6, 1950, Prayer of Petition of Roland O. Haines for leave to intervene in within proceedings in their own behalf as parties defendant and in behalf of all other holders of policies issued by Keystone Mutual Cas. Co. is granted in accordance with opinion of Supreme Court, Pa, see order filed.

Dec. 15, 1950, On Petition filed Rule granted to show cause why Max J. Perks, Irene Perks *et al* should not be permitted to intervene on their behalf & on behalf of all creditors other than policyholders & the U. S of A. Retble 20 days see order filed.

Dec. 18, 1950, Upon motion of Ins. Commr & Atty Gen'l a Rule is granted upon parties of record to show cause why decree of dissolution of June 26, 1947 should not be vacated & why Ins. Commr. should not be directed to prepare a plan of rehabilitation see decree filed.

(R. 1947a-1950a, 1a)